

BALISOK & KAUFMAN, PLLC

251 Troy Avenue

Brooklyn, New York 11213

Phone: (718) 928-9607

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Proposed Attorneys for the Debtor

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

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In re:

KRISHNA JAGROO

Chapter 13

Case No. 19-40123- nhl

Debtor

-----X

**NOTICE OF OBJECTION TO PROOF OF CLAIM NO.1 PURSUANT TO FEDERAL
RULE OF BANKRUPTCY PROCEDURE RULES 3001 AND 3007**

PLEASE TAKE NOTICE that, upon the annexed motion of Joseph Y. Balisok, Esq., attorney for Krishna Jagroo (“Debtor”), the annexed exhibit, and Debtor’s affirmation in support, a motion will be made before the Honorable Nancy H. Lord, Courtroom 3577, at the United States Bankruptcy Court for the Eastern District of New York, at the Conrad B. Duberstein Courthouse, 271-C Cadman Plaza East, Brooklyn, NY 11201, on January 13, 2021, at 9:30 a.m., for the entry of an order granting Debtor’s Objection to Proof of Claim; and for such other and further relief that this Court deems just and proper.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you do not want the court to enter an Order granting any of the relief herein requested, or if you want the court to consider your views on the motion, then on or before January 11, 2021, you or your attorney must:

1. File with the court a written request for a hearing *or, if the court requires a written response*, an answer, explaining your position, at:

United States Bankruptcy Court
Eastern District of New York
271-C Cadman Plaza East, Ste 1595
Brooklyn, New York 11201

2. If you mail your response to the court for filing, you must mail it early enough so the court will **receive** it on or before the date stated above; You must also send a copy to:

Balisok & Kaufman, PLLC
251 Troy Avenue
Brooklyn, NY 11213

3. Attend the hearing scheduled to be held on January 13, 2021, at 9:30 a.m. in the United States Bankruptcy Court, located at 271-C Cadman Plaza East, Courtroom 3577, Brooklyn, New York 11201; and
4. Take any and all other steps required to oppose a motion under local rule or court order.

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion and may enter an order granting that relief.

Dated: Brooklyn, New York

/s/ Joseph Y. Balisok

March 5, 2020

Joseph Y. Balisok
BALISOK & KAUFMAN, PLLC
251 Troy Avenue
Brooklyn, NY 11213
Telephone: (718) 928-9607
Facsimile: (718) 534-9747
joseph@lawbalisok.com

To:

Office of the United States Trustee
U.S. Federal Office Building
201 Varick Street, Suite 1006
New York, NY 10014

Chapter 13 Trustee
Marianne Derosa, Esq.
100 Jericho Quadrangle, Suite 127
Jericho, NY 11753

Discover Bank
Discover Products Inc
PO Box 3025
New Albany, OH 43054-3025

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

In re:

KRISHNA JAGROO

Debtor.

HEARING DATE: January 13, 2021
HEARING TIME: 9:30 a.m. (EST)

Chapter 13

Case No. 19-40123-nhl

**OBJECTION TO PROOF OF CLAIM NO. 1 PURSUANT TO FEDERAL RULE OF
BANKRUPTCY PROCEDURE RULES 3001 AND 3007**

TO: THE HONORABLE NANCY H. LORD
UNITED STATES BANKRUPTCY COURT

Debtor, Krishna Jagroo, through his attorney Joseph Y. Balisok, Esq. of Balisok & Kaufman, PLLC, an attorney duly admitted to practice law before this Court, submits this Objection to Proof of Claim Number 1 filed by Discover Bank (“Creditor”) and in support thereof states as follows:

1. On January 1, 2019, Debtor Krishna Jagroo filed a voluntary Chapter 7 Petition with the bankruptcy court, which was discharged on July, 25, 2019.
2. On October 27, 2019, Debtor Krishna Jagroo converted its Chapter 7 case to a Petition for Reorganization under Chapter 13 of the Bankruptcy Code.
3. The deadline for filing claims was set for October 23, 2019.
4. Creditor filed a proof of claim against Debtor with the court on July 30, 2019, docketed as Claim 1 in the claims register¹.

¹Annexed as Exhibit A is a copy of the Creditor’s Proof of Claim.

5. The Creditor states that they are owed \$4,546.44, and that claim stems from a credit card agreement and includes interest or other charges.

6. Federal Rule of Bankruptcy Procedure 3001 requires that when a claim is based on a writing, an original or duplicate of the writing must be filed with the proof of claim. Fed. R. Bankr. P. 3001(c).

7. There can be no question that a writing provides the contractual bases for credit card debt. *In re Tran*, 369 B.R. 312 (S.D. Tex. 2007). See *In re Hughes*, 313 B.R. 205 (Bankr. E.D. Mich. 2004); *In re Henry*, 311 B.R. 813 (Bankr. W.D. Wash. 2004).

8. Since the basis for Claim 1 is credit card debt, Rule 3001 requires that an original or duplicate of the writing be filed with the proof of claim.

9. Claim 1 fails to provide the documentation for the contractual basis for the debt required by Rule 3001.

10. Rule 3001(b)(2)(D) states that upon objection to claims for insufficient documentation, courts can be asked to exclude from evidence documents not provided in accordance with the rule and award attorney fees and expenses to the debtor.

11. Since Claim 1 neglects to provide the evidentiary documents required by Rule 3001(b)(2)(D), the claim should be disallowed.

12. Additionally, Rule 3001(a) states that the proof of claim “shall conform substantially to the appropriate Official Form” and the instructions contained on the claim form (Official Form 410, Line 8) state that the claimant must attach supporting documents. See Official Form 410 (Line 8: “Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c)”).

13. An unsubstantiated claim is facially defective and not entitled to the presumption of validity. *See In re Consol. Pioneer Mortgage*, 178 B.R. 222 (B.A.P. 9th Cir. 1995); *In re Chain*, 255 B. R. 278 (Bankr. D. Conn. 2000); *In re Lindell Drop Forge Co.*, 111 B.R. 137 (Bankr. W.D. Mich. 1990). *See also In re Nussman*, 2013 WL 5799001 (Bankr. E.D. N.C. Oct. 28, 2013) (credit card claim filed in compliance with Rule 3001(c)(3) was entitled to presumption of validity and was not rendered unenforceable by creditor's failure to comply with state law pleading requirements for collection of such claims).

14. Without this presumption, a facially defective claim provides evidence to "dispute its own validity" and shall be disallowed upon a general objection unless the creditor introduces evidence that proves the claim. *In re Kirkland*, 572 F.3d 838, 841 (10th Cir. 2009) (claim disallowed because creditor failed to provide any documentation in proof of claim or to meet burden of proof at trial; fact that debtor had scheduled claim was not evidence that could be used against trustee's objection); *In re Tran*, 369 B.R. 312 (S.D. Tex. 2007) (upon objection to an improperly documented proof of claim not entitled to *prima facie* validity, claimant has burden of production); *In re Circle J Dairy, Inc.*, 112 B.R. 297, 300 (W.D. Ark 1989); *In re Gilbreath*, 395 B. R. 356 (Bankr. S.D. Tex. 2008) (claims disallowed when creditor provided documentation only after objections filed, and in connection with "eleventh hour amendments" which court refused to approve); *In re Porter*, 374 B.R. 471 (Bankr. D. Conn. 2007) (claims disallowed when not documented because creditors did not respond to debtor's request for documentation); *In re Taylor*, 363 B.R. 303 (Bankr. M.D. Fla. 2007) (claim disallowed when creditor failed to offer documents to supplement undocumented claim). *See also In re Wingerter*, 376 B.R. 221 (Bankr. N.D. Ohio 2007) (Bankruptcy Rule 9011 requires a claim purchaser, before filing a proof of claim with a bankruptcy court, to obtain originating documents or, when such documents are not

available, a clear understanding of the nature of the original dealings that support the assertion of a claim against the particular debtor), *appeal dismissed as moot*, 394 B.R. 859 (B.A.P. 6th Cir. 2008).

15. Since claim 1 does not provide the necessary documentation to substantiate its claim required by Rule 3001(a), it should be disallowed.

16. Furthermore, the debt at issue is a business debt and not a personal debt.

17. As per the Debtor's affidavit², the credit card on which Claim 1 is based was obtained by the Debtor at an event specifically geared to helping small businesses³, and in applying for the credit card the Debtor was under the reasonable belief that he was applying for a business credit card.

18. Thereafter, the credit card was used for business purposes only, and never for personal use.

19. As such, the Debtor had no cause or occasion to look at the statements, handle the credit card account, make the credit card payments, or in any other way review the account over the proceeding months. In fact, any and all credit card payments made were made by the business and not by the Debtor.

20. Considering that this account was purely a business debt, the Debtor is not personally liable.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

² See Exhibit B, Debtor's affidavit

³ See Exhibit C, Small Business Expo at the Jacob Javits Center in New York

21. WHEREFORE, it is respectfully requested that objection to proof of claim number 1 be sustained and the claim be disallowed and that the debtor be granted such and further relief as to the Court may seem just and proper.

Dated: Brooklyn, NY
March 5, 2020

/s/ Joseph Y Balisok
By: BALISOK & KAUFMAN, PLLC
251 Troy Avenue
Brooklyn, New York 11213
Phone: (718) 928-9607
Fax: (718) 534-9747
Attorneys for Debtor

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

-----X

In re:

KRISHNA JAGROO

Chapter 13

Case No. 19-40123- nhl

Debtor.

-----X

CERTIFICATE OF SERVICE

STATE OF NEW YORK)
) ss: Brooklyn
COUNTY OF KINGS)

I, Joseph Y. Balisok, hereby declare, under penalty of perjury under the laws of the United States of America, and pursuant to 28 U.S.C. § 1746, that on Thursday, March 05, 2020, I caused to be served a copy of 1. Notice Of Motion Objecting to Proof of Claim, 2. Motion Objecting to Proof of Claim, 3. Affirmation of Debtor, and 4. Related exhibits, by regular mail upon each of the parties listed on the “Service-List” below by depositing true copies of same in sealed envelopes, with postage pre-paid thereon, in an official depository of the United States Postal Service within the Borough of Brooklyn, in the City and State of New York.

Dated: Brooklyn, New York
March 5, 2020

Respectfully submitted,

/s/ Joseph Y. Balisok

Joseph Y. Balisok
Balisok & Kaufman, PLLC
251 Troy Avenue
Brooklyn, NY 11213
Tel. No. (718) 928-9607
Fax No. (718) 534-9747
Email: joseph@lawbalisok.com

Service List

Office of the United States Trustee
U.S. Federal Office Building
201 Varick Street, Suite 1006
New York, NY 10014

Chapter 13 Trustee
Marianne Derosa, Esq.
100 Jericho Quadrangle, Suite 127
Jericho, NY 11753

Discover Bank
Discover Products Inc
PO Box 3025
New Albany, OH 43054-3025

EXHIBIT A

Fill in this information to identify the case:

Debtor 1	<u>KRISHNA JAGROO</u>
Debtor 2 (Spouse, if filing)	
United States Bankruptcy Court for the: <u>EASTERN</u>	District of <u>NEW YORK</u> (State)
Case number	<u>1940123NHL</u>

Official Form 410

Proof of Claim

04/19

Read the instruction before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgements, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152,157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Discover Bank</u> Name of the current creditor (the person or entity to be paid for this claim)		
	Other names the creditor used with the debtor _____		
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____		
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g))	<u>Where should notices to the creditor be sent?</u>	<u>Where should payments to the creditor be sent? (if different)</u>	
	Discover Bank Discover Products Inc Name PO Box 3025 Number Street New Albany OH 43054-3025 City State ZIP Code Contact phone 800-347-5516 Contact email mrdiscpc@discover.com	Name Number Street City State ZIP Code Contact phone _____ Contact email _____	
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): -----		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on MM / DD / YYYY		
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____		

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 0 1 7 4

7. How much is the claim? \$ 4,546.44 Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as health care information.

CREDIT CARD

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.

Nature of property:

- Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

- Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to property.	<input type="checkbox"/> Yes. Check all that apply:	
	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	\$ _____
	<input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507 (a)(7).	\$ _____
	<input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507 (a)(4).	\$ _____
	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507 (a)(8).	\$ _____
	<input type="checkbox"/> Contributions to an employee benefit plan . 11 U.S.C. § 507 (a)(5).	\$ _____
	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507 (a)(_____) that applies.	\$ _____
* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.		

Part 3: Sign Below

The person completing this proof of claim must sign and date it.
FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.

- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward that debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/30/2019
MM / DD / YYYY

/s/ Amanda Dingus
Signature

Print the name of the person who is completing and signing this claim:

Name	<u>Amanda Dingus</u>	First Name	Middle Name	Last Name
Title	<u>Sr Bankruptcy Specialist</u>			
Company	<u>Discover Bank / Discover Products Inc</u>			
Identify the corporate servicer as the company if the authorized agent is a servicer.				
Address	<u>PO Box 3025</u>	Number	Street	
	<u>New Albany</u>	City	<u>OH</u>	<u>43054-3025</u>
			State	Zip Code
Contact Phone	<u>800-347-5516</u>		Email	<u>mrdiscpc@discover.com</u>

Original Creditor : Discover Bank**Current Creditor : Discover Bank****ACCOUNT SUMMARY**

KRISHNA JAGROO
11952 INWOOD ST
JAMAICA NY 11436-1530

CASE NUMBER : 1940123NHL**ACCOUNT NUMBER:** 0174BALANCE AS OF BANKRUPTCY FILED DATE : \$ 4546.44ACCOUNT OPENED DATE : 07/01/2016DATE ACCOUNT CHARGED TO PROFIT AND LOSS : 11/30/2018DATE OF LAST PAYMENT : 06/14/2018DATE OF LAST TRANSACTION ON ACCOUNT:
(CASH ADVANCE, BALANCE TRANSFER OR
PURCHASE) 01/30/2018**COMPONENTS OF BALANCE**PRINCIPLE AMOUNT : \$ 3691.04INTEREST : \$ 670.40FEES: \$ 185.00TOTAL : \$ 4546.44



Discover it® Card

Account number ending in 0174

Open Date: Nov 20, 2018- Close Date: Nov 30, 2018

Cardmember Since 2016

Page 1 of 4

ACCOUNT SUMMARY

Previous Balance	\$4,546.44
Payments and Credits	- \$4,546.44
Purchases	+ \$0.00
Balance Transfers	+ \$0.00
Cash Advances	+ \$0.00
Fees Charged	+ \$0.00
Interest Charged	+ \$0.00
New Balance	\$0.00
See Interest Charge Calculation section following the Transactions section for detailed APR information	
Credit Line	\$4,000
Credit Line Available	\$0
Cash Advance Credit Line	\$500
Cash Advance Credit Line Available	\$0
You may be able to avoid interest on Purchases. See reverse for details.	

Contact Us Discover.com
1-800-347-3085

PAYMENT INFORMATION

New Balance	\$0.00
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Minimum Payment Due \$1,108.00

Payment Due Date December 25, 2018

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37.00.

REWARDS

Cashback Bonus®	Anniversary Month
Opening Balance	July \$ 0.00
New Cashback Bonus This Period	+ \$ 0.00
Redeemed This Period	- \$ 0.00
Cashback Bonus Balance	\$ 0.00

To learn more, log in at Discover.com

New York Residents: For more information call us at 1-800-347-3085. You may contact the New York State Department of Financial Services at 1-800-342-3736 or visit www.dfs.ny.gov for free comparative credit card rates, fees and grace periods.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Make Check payable to Discover. Do Not Send Cash.
Please fold on the perforation below, detach and return with your payment.

Payment Coupon
Please do not fold, clip or staple.

Pay Online
Discover.com

Pay by Phone
1-800-347-3085

Account number ending in	0174
Minimum Payment Due	\$1,108.00
New Balance	\$0.00
Payment Due Date	December 25, 2018
Amount enclosed	\$

KRISHNA JAGROO
11952 INWOOD ST
JAMAICA NY 11436-1530



PO BOX 6103
CAROL STREAM IL 60197-6103

Phone and Internet payments must be received before midnight ET on your due date to be credited as of the same day.

Address, e-mail or telephone changed? Note changes on reverse side.

000001986623570686928000000005000000110800

Important Information

See your Cardmember Agreement. Your Cardmember Agreement contains all the terms of your Account.

Lost or stolen cards. Report immediately! Call **1-800-347-3085**.

What To Do If You Think You Find A Mistake On Your Statement:

If you think there is an error on your statement, write to us at Discover, PO Box 30421, Salt Lake City, UT 84130-0421, or submit the form provided at <https://discover.com/billingerrornotice>. You must contact us within 60 days after the error appeared on your statement. You may call us, but if you do we are not required to investigate any potential errors, and you may have to pay the amount in question. The Billing Rights Notice further explains your rights. Please see your Cardmember Agreement or visit <https://discover.com/billingrights> for a copy of this Notice.

Payments. You may pay all or part of your Account balance at any time. However, you must pay at least the Minimum Payment Due by the Payment Due Date. Send only your allowable form of payment ("Payment") and the bottom portion of this statement in the envelope provided, after affixing postage. Payments sent without proper postage will be returned to the sender. If you pay by check, you authorize us to use information on your check to make an electronic fund transfer from your account at the financial institution indicated on your check or to process the payment as a check transaction. If a Payment is processed as an electronic fund transfer, the transfer will be for the amount of the check, funds may be withdrawn from your account as soon as the same day we receive your check, and you will not receive your check back.

Please do not send cash. Sending cash is not allowed. The processing of your allowable form of Payment may be delayed if you send cash or correspondence with your Payments, if you send the Payment to any other address, or if you use an envelope other than the one provided. Payments received at our processing facility by 5PM local time on any day will be credited to your Account as of that day. Payments received at our processing facility after 5PM local time will be credited to your Account as of the next day. If you have misplaced your envelope, send your Payment to Discover, PO Box 6103, Carol Stream, IL 60197-6103. Please allow 7-10 days for delivery. If your Payment is returned unpaid, we reserve the right to resubmit it as an electronic debit. Payments made online or by phone will be credited as of the day of receipt if made by Midnight ET on the Payment Due Date or 5PM ET on any other day.

You can also make a Payment or set up automatic payments by calling 1-800-347-3085. Automatic payments for the billing period shown on your statement will be deducted on the Payment Due Date shown on that statement, or the next automatic payment date referred to on your statement, unless you request a recurring payment date that occurs before your Payment Due Date. If your scheduled payment date falls on a weekend or bank holiday, your payment will be processed the business day prior to the weekend or bank holiday. In order to schedule monthly payments by telephone, you will need this statement and your bank account information. You will be asked to provide the last four (4) digits of the social security number of the primary borrower as your electronic signature. By providing those numbers, you will be agreeing to this authorization to allow us and your bank to deduct each payment you authorize, in the amount selected by you, from your bank account. You also authorize us to initiate debit or credit entries to your bank account, as applicable, to correct an error in the processing of such payment. You can cancel a scheduled payment by phone at 1-800-347-3085 or by mail at Discover, PO Box 30421, Salt Lake City, UT 84130-0421; payment cancellations must be received before 5 PM ET of the scheduled withdrawal date.

If your payments may vary in amount, we will tell you on each monthly billing statement when your payment will be made and how much it will be. You must ensure that sufficient funds are available in your bank account, and all transactions must comply with U.S. law.

You can set automatic payments for: (i) statement New Balance, (ii) statement Minimum Payment Due, (iii) statement Minimum Payment Due plus a fixed dollar amount, or (iv) other dollar amount. If your scheduled "Other dollar amount" payment is not enough to cover the Minimum Payment Due as listed on your monthly billing statement, your scheduled payment for that month will be increased to cover the Minimum Payment Due. If the scheduled payment is greater than the Minimum Payment Due, any excess will be applied in accordance with your Cardmember Agreement. If your scheduled payment is greater than the New Balance on your billing statement, that payment will be processed only for the amount of your New Balance. Your automatic payment amount may be less than the amount indicated on the billing statement based on credits or payments after the Close Date.

If you enroll by phone in our automatic payment service, please fill-in the following blanks below and retain the authorization for your records.

Amount: Full Pay _____ Min Pay _____ Min Pay+ \$ _____;
 Other Amount\$ _____; Bank Routing #: _____;
 Bank Account # _____;
 Monthly on the Payment Due Date
 _____ Day of month (insert date)

Credit Reporting. We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. We normally report the status and payment history of your Account to credit reporting agencies each month. If you believe that our report is inaccurate or incomplete, please write us at this address: Discover, PO Box 15316, Wilmington, DE 19850-5316. Please include your name, address, home telephone number and Account number.

Paying Interest. Your due date is at least 25 days after the close of each billing period (at least 23 days for billing periods that begin in February). We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers as of the later of the Transaction Date or the first day of the billing period in which the transaction posted to your Account.

How We Calculate Interest Charges. We Use the Daily Balance Method (including current transactions) to calculate the Balance Subject to Interest Rate. For more information, please call us at 1-800-347-3085.

Balance Subject to Interest Rate. Your statement shows a Balance Subject to Interest Rate. It shows this for each transaction category. The Balance Subject to Interest Rate is the average of the daily balances during the billing period.

Credit Balances. If your Account has a credit balance, the amount is shown on the front of your billing statement. A credit balance is money that is owed to you. You may make charges against this amount if your Account is open. We will send you a refund of any remaining balance of \$1.00 or more after 6 months, or as otherwise required by applicable law, or upon request made to the address in the Contact Us section on page 3 of your billing statement.

Balance Transfers. Balance Transfers are offered at our discretion and accrue interest at the standard purchase rate unless we tell you otherwise.

Discover may monitor and/or record telephone calls between you and Discover representatives for quality assurance purposes.

The Discover® card is issued by Discover Bank, Member FDIC. DIT23-26.0218

CHANGE OF ADDRESS

If correct on front, do not use. Please print clearly in blue or black ink, in the space provided.

Street Address

Home Phone

City

Work Phone

State, Zip

Email

To make changes to your address, email or telephone number, visit Discover.com

Continued on next page



Discover it® Card

Account number ending in 0174

Open Date: Nov 20, 2018 - Close Date: Nov 30, 2018

Page 3 of 4

CONTACT US

 Web Access your account securely at Discover.com	 Mobile Manage your account anytime, anywhere at m.Discover.com	 Phone 1-800-347-3085 TDD 1-800-347-7449	 Inquiry Discover PO Box 30943 Salt Lake City UT 84130	 Mail Payments Discover PO Box 6103 Carol Stream IL 60197-6103
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Transactions

	Trans. Date	Post Date			
Payments and Credits	Nov 30	Nov 30	INTERNAL CHARGE-OFF	\$	-4,546.44
Fees			TOTAL FEES FOR THIS PERIOD	\$	0.00
Interest Charged			TOTAL INTEREST FOR THIS PERIOD	\$	0.00

2018 Totals Year-to-Date

TOTAL FEES CHARGED IN 2018	\$	323.00
TOTAL INTEREST CHARGED IN 2018	\$	862.30

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Current Billing Period: 11 days

TYPE OF BALANCE	ANNUAL PERCENTAGE RATE (APR)*	PROMO APR EXPIRATION DATE**	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	24.99% V	N/A	\$0.00	\$0.00
Cash Advances	26.99% V	N/A	\$0.00	\$0.00

V=Variable Rate

* If your account is currently enrolled in a special program or is placed into one during the term of the offer, you will receive the benefit of the lower rate while the special program is in effect. This includes, if applicable, any lower rates as authorized under the Servicemembers Civil Relief Act.

** This is the date your promotional rate expires and the remaining balance will be moved to your standard APR disclosed when you accepted the offer.
Please note: Changing your payment due date may change your Promo APR Expiration Date.

*** For more information, please call us at 1-800-347-2683.

Information For You

Availability of FICO® Credit Score

As an active cardmember, you may see your FICO® Credit Score on your monthly statement or online. Reasons why you may not see your FICO® Credit Score include: if you opt out; if you have key information that is mismatched or missing, as one example, an address change that has not been updated with Discover or TransUnion®; if your credit history is too new; if your account status is abandoned, bankrupt, fraud, lost or stolen, closed, revoked, or charged off; if you have a foreign address. Your FICO® Score is disclosed on statements when your statement is available. You may not receive a statement if you have no account activity such as no purchase transactions, fees, interest, or payments for approximately 30 days.

FICO is a registered trademark of the Fair Isaac Corporation in the United States and other countries.

EXHIBIT B

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

X

In re:

KRISHNA JAGROO

Chapter 13

Debtor

Case No. 19-40123- nhl

X

AFFIRMATION OF KRISHNA JAGROO

STATE OF NEW YORK)
) ss: Brooklyn
COUNTY OF KINGS)

Krishna Jagroo, being of full age, on his affirmation, deposes and says:

1. I am the Debtor in the above-caption proceeding, and I am fully familiar with the facts and circumstances upon which this Affirmation is made.
2. On January 1, 2019, I filed a voluntary Chapter 7 Petition with the bankruptcy court. I was discharged on July, 25, 2019.
3. On October 27, 2019, I converted my Chapter 7 case to a Petition for Reorganization under Chapter 13 of the Bankruptcy Code.
4. I submit this affirmation in support of my motion objecting to Claim Number 1 pursuant to Federal Rule of Bankruptcy Procedure Rules 3001 and 3007.
5. No Prior application seeking the same or similar relief has been made.
6. This motion arises from Creditor Discover Bank's failure to comply with the Federal Rules of Bankruptcy Procedure Rule 3001 and 3007.
7. Discover Bank submitted a Proof of Claim in my bankruptcy case on July 30, 2019, based on an alleged credit card debt.

8. I applied for this credit card sometime around June 2016 when I attended a small business expo at the Jacob Javits Center in New York. The expo was geared to helping businesses and when applying for the card I was informed that it was solely a business card for which I would not be personally liable.

9. While I authorized the business account opening, I was not involved in managing the account. I did not look at the statements, review the accounts or make the credit card payments. All payments to the account were made by the business.

10. This credit card was used by the business only, and never for any personal expenses, and therefore I understood that I was not personally liable for the debt.

/s/ Krishna Jagroo
Krishna Jagroo

SUBSCRIBED and AFFIRMED to
before me this 4 March 2020

/s/ 

Joseph Y. Balisok
Notary Public – State of New York
No. 02BA6225166
Qualified in Kings County
My Commission Expires July 19, 2022

EXHIBIT C

market

A NEWSLETTER FOR JAVITS CENTER CUSTOMERS



June 2016 Event Schedule

June 2016

Monroe College Graduation 2016	June 5, 2016
Cloud Computing Expo	June 7 - 9, 2016
Small Business Expo	June 9, 2016
Metropolitan College of New York 2016 Commencement Ceremony	June 11, 2016
Medical Design and Manufacturing	June 14 - 16, 2016
East Pack	June 14 - 16, 2016
Atlantic Design & Manufacturing	June 14 - 16, 2016
Automation Technology East	June 14 - 16, 2016
PLASTEC EAST	June 14 - 16, 2016
Quality Expo	June 14 - 16, 2016
HBA Global	June 14 - 16, 2016

Cannabis World Congress & Business Expo (CWCBExpo)	June 15-17, 2016
International Franchise Expo	June 16-18, 2016
The Voice Auditions	June 18 - 19, 2016
TCI Commencement	June 22, 2016
Summer Fancy Food Show	June 26-28, 2016



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